

CITY OF NORTHAMPTON  
MASSACHUSETTS

CONTRACT  
FOR  
**Municipal Broadband Study**

THIS AGREEMENT, executed this -----th day of -----by and between -----, hereinafter called "Vendor" and the City of Northampton, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, party of the second part hereinafter called "Owner".

WITNESSETH, that for the consideration hereinafter mentioned, the Owner and the Vendor shall agree to the terms and conditions contained in this contract, enumerated as follows: -----and all addenda issued prior to and all Modifications issued after execution of the Contract.

THE OWNER shall pay the Vendor for the performance of this contract in the sum of -----in accordance with the terms of this contract.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and a Majority vote of the Board, Agency, or Committee signing this contract.

The Vendor shall not delegate, assign or transfer any of its duties delineated in the scope of services without prior written consent from the CITY.

In the event the Vendor is a corporation a certificate that the person executing this contract is duly authorized to sign, must accompany this contract.

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. Obligations for payments beyond the current fiscal year are subject to appropriation and this Contract shall be canceled in the event of non-appropriation.

Final payment on this contract shall release and discharge the Owner from any and all claims against the Owner on account of any work performed hereunder, or any alteration hereto.

The Vendor shall indemnify and hold harmless, the CITY and all of its officers, agents, and employees against all suits, claims or liabilities of every nature, arising out of, or in consequence of, the acts or omissions of the Vendor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Vendor's own cost and expense, defend any and all such suits and actions

By signing this contract the Vendor agrees to subject any dispute to mediation, at the option of the City, prior to filing suit in any forum.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the Owner.

The provisions of this contract are severable. If any provision of this contract shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect any other provisions of this contract.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

The Contractor certifies that a) neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, or b) that if it or any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, the Contractor has provided copies of any such judgment, citation, determination or order to the City prior to the date of the Contract and has procured a wage bond or insurance. The Contractor certifies that while the Contract is in effect, it will report any instance of the above to the City within five (5) days of Contractor's receipt.

The vendor does not have a Northampton office.

**IN WITNESS WHEREOF the Owner caused these presents to be signed in quadruplicate and approved by David Narkewicz its Mayor and the said Vendor has caused these presents to be signed in quadruplicate and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.**

Vendor:

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
it's

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please attach one W-9 to this contract when you return it to the City.**

-----

**Certificate by Corporation to Sign Contract**

I, \_\_\_\_\_ Secretary of \_\_\_\_\_, hereby certify that at a  
(Name) (Name of Corporation)

duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was  
(Date)

voted that, \_\_\_\_\_, \_\_\_\_\_ be and he hereby is authorized to execute contracts  
(Name) (Title)

and bonds in the name and behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: \_\_\_\_\_  
(Secretary)

Place of Business \_\_\_\_\_  
\_\_\_\_\_

Date of this Contract \_\_\_\_\_

**CITY OF NORTHAMPTON:**

BY: \_\_\_\_\_  
Northampton’s Board or Commission

Signatures of the Board or Commission

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Chief Proc. Officer, approved as to form and c. 30B compliance

\_\_\_\_\_ Date \_\_\_\_\_  
City Auditor, approved as to appropriation.

\_\_\_\_\_ Date \_\_\_\_\_  
Mayor David Narkewicz